

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATTICA HYDRAULIC EXCHANGE, INC.		06/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, as Agent		
Street Address:	191 North Wacker Drive, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4441543	HYDRAULEX GLOBAL	
Registration Number:	4641466	HYDRAULEX GLOBAL	
Registration Number:	4656733	THE RIGHT REPLACEMENT, RIGHT NOW	
Registration Number:	4492628	THE RIGHT REPLACEMENT, RIGHT NOW	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.006		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/05/2015		
Total Attachments: 5			

OP \$115.00 4441543

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") to that certain Trademark Security Agreement dated as of November 6, 2012 (the "Trademark Security Agreement") made by Attica Hydraulic Exchange, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent ("Agent") for the Lenders (as defined below) is dated as of June 5, 2015.

WHEREAS, Grantor, certain affiliates of Grantor, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of August 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Agent and Lenders;

WHEREAS, in connection with the Credit Agreement, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of August 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent, for the benefit of Secured Parties, a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Amendment. Schedule 1 to the Trademark Security Agreement is hereby amended to add each of the New Trademarks scheduled on Schedule 1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ATTICA HYDRAULIC EXCHANGE, INC.

By: Shirish Caran
Name: SHIRISH CARAN
Title: PRESIDENT CEO

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ATTICA HYDRAULIC EXCHANGE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By: *Amanda N. Ferguson*
Name: Amanda N. Ferguson
Title: Vice President

SCHEDULE 1

US TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
HYDRAULEX GLOBAL	4441543	11/26/13
HYDRAULEX GLOBAL	4641466	11/18/14
THE RIGHT REPLACEMENT, RIGHT NOW	4656733	12/16/14
THE RIGHT REPLACEMENT, RIGHT NOW	4492628	03/04/14

CANADIAN TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Canadian Registration No.</u>	<u>Date Registered</u>
HYDRAULEX GLOBAL & Design	TMA898549	03/12/15

CANADIAN TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Canadian Application No.</u>	<u>File Date</u>
BENCHMARK	1597804	10/11/12
BENCHMARK & Design	1597801	10/11/12
THE RIGHT REPLACEMENT, RIGHT NOW	1622044	04/10/13